IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION

ARCHITECTURAL IRON WORKERS' LOCAL)	
NO. 63 WELFARE FUND, ARCHITECTURAL)	
IRON WORKERS' LOCAL NO. 63 DEFINED)	
CONTRIBUTION PENSION FUND, and)	
ARCHITECTURAL METAL TRAINEE SCHOOL)	
FOR LOCAL NO. 63 AND THE IRON LEAGUE OF)	
CHICAGO, INC.,)	
)	No. 22-CV-
)	
Plaintiffs,)	Judge
)	
V.)	Magistrate
)	
LEGNA INSTALLERS, INC., LEGNA IRON)	
WORKS, INC., and WESTGATE ADDISON, LLC,)	
)	
Defendants.)	

COMPLAINT

The ARCHITECTURAL IRON WORKERS' LOCAL NO. 63 WELFARE FUND, et.al., (hereinafter referred to as "the Plaintiffs" or "the Funds"), by their attorneys, John Gregorio, Gregory Hosé, John Festa, Andrew Pigott, and Gregorio, Stec, Klein & Hosé, P.C. complain against Defendants LEGNA INSTALLERS, INC., LEGNA IRON WORKS, INC., and WESTGATE ADDISON, LLC, as follows:

JURISDICTION AND VENUE

1. This action brings claims under Section 502 of the Employee Retirement Security Act of 1974, 29 U.S.C. §1132, 1145 ("ERISA"), and Section 301 of the National Labor Relations Act, 29 U.S.C. §185 ("NLRA"), as amended. This court, therefore, has jurisdiction under the jurisdictional provisions of those Acts, as well as federal question jurisdiction under 28 U.S.C. §1331.

2. The Funds are administered in Oak Brook, Illinois. Venue, therefore, properly lies in the Northern District of Illinois under ERISA section 502(e)(2), 29 U.S.C. §1132(e)(2).

FACTS COMMON TO ALL COUNTS

- 3. The Plaintiffs are ERISA fringe benefit funds affiliated with Architectural Iron Workers Local Union #63 ("Union"), and have standing to sue pursuant to ERISA section 502(d)(1), 29 U.S.C. §1132(d)(1).
- 4. Legna Iron Works, Inc. ("Iron Works") incorporated in Illinois on October 5, 1989. (Ex. A).
- 5. From the time of incorporation to the present, Miguel Gonzalez at least partially owned Iron Works.
- 6. From the time of incorporation to the present, Miguel Gonzalez served as Iron Works' President.
- 7. At all times pertinent, Iron Works' physical and mailing address was 80 Central Avenue, Roselle, IL 60172.
- 8. Iron Works' has always been an employer engaged in activity affecting interstate commerce, specifically, ornamental and architectural iron work on residential, commercial, and industrial projects.
 - 9. RG Erectors ("Erectors") incorporated in Illinois on March 27, 2000. (Ex. B).
- 10. From the time of incorporation to its dissolution on August 14, 2009, Miguel Gonzalez at least partially owned Erectors.
- 11. While Antonio Torres served as Erectors' president, Miguel Gonzalez was part of Erectors' management team.
 - 12. Antonio Torres also served as a part of Iron Works' management team.

- 13. From its incorporation up to its dissolution, Erectors' physical address was the same as Iron Works' physical address.
- 14. From its incorporation up to its dissolution, Erectors' mailing address was the same as Iron Works' mailing address.
- 15. Erectors was always an employer engaged in activity affecting interstate commerce, specifically, ornamental and architectural iron work on residential, commercial, and industrial projects.
- 16. Legna Installers, Inc. ("Installers") incorporated in Illinois on March 20, 2006. (Ex. C).
- 17. From the time of incorporation to the present, Miguel Gonzalez at least partially owned Installers.
- 18. From the time of incorporation to the present, Miguel Gonzalez served as Installers' President.
 - 19. Antonio Torres also served as part of Installers' management team.
- 20. Installers' physical address has always been the same as Iron Works' physical address.
- 21. Installers' mailing address has always been the same as Iron Works' physical address.
- 22. Installers' primary phone number has always been the same as Iron Works' primary phone number.
- 23. Installers has always been an employer engaged in activity affecting interstate commerce, specifically, ornamental and architectural iron work on residential, commercial, and industrial projects.

- 24. Westgate Addison, LLC ("Westgate") organized in Illinois on November 24, 2004. (Ex. D).
- 25. From the time of organization to the present, Miguel Gonzalez at least partially owned Westgate.
- 26. From the time of organization to the present, Miguel Gonzalez served as a manager for Westgate.
- 27. Westgate's physical address has always been the same as Iron Works' physical address.
- 28. Westgate's mailing address has always been the same as Iron Works' physical address.
- 29. Westgate has always been an employer engaged in activity affecting interstate commerce, specifically, ornamental and architectural iron work.
- 30. Iron Works never entered into a Collective Bargaining Agreement ("CBA") with the Union.
 - 31. Erectors entered into a CBA with the Union on November 3, 2003. (Ex. E).
 - 32. Installers entered into a CBA with the Union on March 20, 2006. (Ex. F).
- 33. The iron work performed by Iron Works, Erectors, Installers, and Westgate is covered-work under Article I, Section 1.1. of the CBA. (Ex. G).
 - 34. Erectors contributed to the Funds throughout its existence.
 - 35. Installers has regularly contributed to the Funds throughout its existence.
- 36. Iron Works has occasionally contributed to the Funds, signing contribution reports containing a certification binding it to the Union's CBA.

- 37. Union member Antonio Solis received wage statements on Iron Works' letterhead regarding wages paid to the member through Erectors. (Ex. H).
- 38. The Iron Works/Erectors wage statements reflect the reduction of Solis' due union-scale by converting a higher number of hours actually worked to a lesser number of hours paid at union scale, so that the total amount paid approximates the actual hours worked at Iron Works' non-Union rate.
- 39. Union member Richard Sandoval received wage statements in close, temporal proximity from Installers and Iron Works, with the Iron Works statements reflecting a lower cash payrate and no fringe benefit contributions. (Ex. I).
- 40. Union member Sandoval also received wage statements in close, temporal proximity from Installers and Westgate, with the Westgate statements reflecting a lower cash payrate and no fringe benefit contributions. (Ex. I).
- 41. Union members Juan Becerra, Alfonso Herrejon, Miguel Herrejon, have also worked simultaneously and received wages from both Installers and Iron Works.
- 42. Iron Works has a website: http://www.legnairon.com, advertising "All services in one place," including "Installation." (Ex. J).
- 43. The Iron Works website indicates "We not only fabricate iron and structural steel, we also install your project throughout Chicago." (Ex. J).
- 44. Installers' employees have used the same vehicles, and/or tools, and/or equipment used by Iron Works on its projects.
- 45. Iron Works' employees have used the same vehicles and/or tools, and/or equipment used by Installers on its projects.

- 46. Installers' employees have used the same vehicles, and/or tools, and/or equipment used by Westgate on its projects.
- 47. Westgate's employees have used the same vehicles, and/or tools, and/or equipment used by Installers on its projects.
- 48. Iron Works and Installers have shared general contractors, including the Chicago Public Schools, Path Construction, and Linn Mathes.

COUNT I – DECLARATORY JUDGMENT (Single Employer)

- 49. Plaintiffs reallege Paragraphs 1 through 48 as if more fully stated herein.
- 50. Iron Works, Installers, and Westgate share common ownership in the person of Miguel Gonzalez.
- 51. Iron Works, Installers, and Westgate share common management, including over labor relations, in the person of Miguel Gonzalez.
- 52. Iron Works and Westgate treat Installers' employees as their own, the same way Iron Works treated Erectors' employees as its own.
- 53. Iron Works, Installers and Westgate share the same business, to perform architectural and ornamental iron work.
- 54. Iron Works, Westgate, and Installers are operationally indistinguishable as they share the same physical and mailing address, same phone number, same equipment, same customers, and same employees.
 - 55. Defendants are so substantially integrated that they form a single employer.

WHEREFORE, Plaintiffs pray for relief as follows:

A. That this Court declare Defendants to be a single employer;

B. That this Court declare the purported non-Union Defendants, Iron Works and Westgate, as a single employer with Installers, bound to Installers' CBA.

COUNT II – DECLARATORY JUDGMENT (Alter Ego)

- 56. Plaintiff Funds reallege paragraphs 1 through 48 and 50 through 55 as though fully set forth herein.
- 57. The purpose of the continued, simultaneous operation of Iron Works, Westgate and Installers, was to permit Iron Works and Westgate to use skilled Union labor, while avoiding the attending labor obligations for such employees.

WHEREFORE, Plaintiffs pray for relief as follows:

- A. That this Court declare the purported non-Union Defendants, Iron Works and Westgate to be the alter egos of Installers
- B. That this Court declare the purported non-Union Defendants, Iron Works and Westgate, as a single employer with Installers, bound to Installers' CBA.

COUNT III – AUDIT

- 58. Plaintiff Funds reallege paragraphs 1 through 48 and 50 through 55, and 57, as though fully set forth herein.
- 59. The Union CBA binds covered employers to the terms of the Trust Agreements that created the Funds.
- 60. The Union CBA and Trust Fund Agreements requires that covered employers submit their books and records to the Funds' auditors to determine if the employer has met its contribution obligations to the Funds.
- 61. Judicial precedent further holds that courts may order fringe benefit contribution compliance audits of non-signatory employers alleged to be single employers or alter egos, prior

to a judicial determination that the employer is a single employer with or alter ego of a Unionsignatory.

WHEREFORE, Plaintiffs pray for relief as follows:

- A. That this Court order all Defendants to submit their books and records to Plaintiffs' auditor for an ERISA fringe benefit contribution compliance audit covering the ten years prior to the filing of this Complaint;
- B. That this Court award Plaintiffs judgment on any delinquent contributions detected by the audit;
- C. That this Court award Plaintiffs liquidated damages and interest, as provided in the CBA and ERISA;
- D. That Plaintiffs be awarded their costs herein, including reasonable attorneys' fees, as provided in the CBA and ERISA;
- E. That this Court grant Plaintiffs such other and further relief as it may deem appropriate under the circumstances.

Respectfully submitted, Architectural Ironworkers' Local No. 63 Welfare Fund, et.al.

By: <u>/s Andrew S. Pigott</u>
One of their Attorneys

Andrew S. Pigott ARDC #: 6278244 GREGORIO, STEC, KLEIN & HOSÉ 2 N. LaSalle St, Suite 1650 Chicago, Illinois 60602 (312) 263-2343 apigott@gregoriolaw.com Case: 1:22-cv-05757 Document #: 1 Filed: 10/19/22 Page 9 of 62 PageID #:9

Exhibit A

Corporation/LLC Search/Certificate of Good Standing

Corporation File Detail Report

File Number

55689938

Entity Name

LEGNA IRON WORKS, INC.

Status

NOT GOOD STANDING

Entity Information

Entity Type

CORPORATION

Type of Corp

DOMESTIC BCA

Incorporation Date (Domestic)

Thursday, 5 October 1989

State

ILLINOIS

Duration Date

PERPETUAL

Agent Information

Name

DIGIOVINE HNILO JORDAN&JOHNSON

Address

2570 FOXFIELD RD STE 301 SAINT CHARLES, IL 60174

Change Date

Tuesday, 11 October 2011

Annual Report

Filing Date

00/00/0000

For Year

2022

Officers

President Name & Address MIGUEL A GONZALEZ 242 REMINGTON DR BARTLETT IL 60103

Secretary

Name & Address

LETICIA GONZALEZ SAME

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213 State Capitol Springfield, it 6275

Exhibit B

Case: 1:22-cv-05757 Document #: 1 Filed: 10/19/22 Page 12 of 62 PageID #:12

Office of the Illinois Secretary of State





Corporation/LLC Search/Certificate of Good Standing

Corporation File Detail Report

File Number

60929432

Entity Name

R G ERECTORS, INC.

Status

DISSOLVED

Involuntary Dissolution on Friday, 14 August 2009

Entity Information

Entity Type

CORPORATION

Type of Corp

DOMESTIC BCA

Incorporation Date (Domestic)

Monday, 27 March 2000

State

ILLINOIS

Duration Date

PERPETUAL

Agent Information

Name

ALBERT L GRASSO

Address

30 S WACKER DRIVE 26TH FLOOR

CHICAGO, IL 60606

Change Date

Thursday, 6 December 2001

Annual Report

Filing Date

00/00/0000

For Year

2009

Officers

President Name & Address ANOTNIO TORRES 80 W CENTRAL AVE ROSELLE 60172

Return to Search

Reinstate your Dissolved Corporation

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Office of the Secretary of State
 Secretary of State Jacks White

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Contact

219 St. te Capitol Sphopfolis, k. 62755

Exhibit C



Corporation/LLC Search/Certificate of Good Standing

Corporation File Detail Report

File Number

64805886

Entity Name

LEGNA INSTALLERS INC

Status

ACTIVE

Entity Information

Entity Type

CORPORATION

Type of Corp

DOMESTIC BCA

Incorporation Date (Domestic)

Monday, 20 March 2006

State

ILLINOIS

Duration Date

PERPETUAL

Agent Information

Name

ALBERT L GRASSO

Address

30 S WACKER DR STE 2600 CHICAGO, IL 60606

Change Date

Monday, 20 March 2006

Annual Report

Filing Date

Wednesday, 20 April 2022

For Year

2022

Officers

President

MIGUEL A GONZALEZ 80 W CENTRAL AVE ROSELLE IL 60172

Name & Address

Secretary Name & Address MIGUEL A GONZALEZ SAME

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Adopting Assumed Name

Articles of Amendment Effecting A Name Change Change of Registered Agent and/or Registered Office Purchase Certificate of Good Standing

(One Certificate per Transaction)

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Exhibit D



Corporation/LLC Search/Certificate of Good Standing

LLC File Detail Report

File Number 01351567

Entity Name WESTGATE ADDISON LLC

Status ACTIVE

Entity Information

Principal Office 80 W CENTRAL AVE

ROSELLE, IL 60172

Entity Type LLC

Type of LLC Domestic

Organization/Admission Date Wednesday, 24 November 2004

Jurisdiction

Duration PERPETUAL

Agent Information

Name KATE L MCCRACKEN

Address 1001 E MAIN ST STE G

SAINT CHARLES, IL 60174

Change Date Friday, 25 March 2022

Annual Report

For Year 2022

Filing Date 00/00/0000

Managers

Name GONZALEZ, MIKE

Address 80 W CENTRAL ROSELLE, IL 60172

Series Name

NOT AUTHORIZED TO ESTABLISH SERIES

Return to Search

File Annual Report

Adopting Assumed Name

Articles of Amendment Effecting A Name Change

Change of Registered Agent and/or Registered Office

Purchase Certificate of Good Standing

(One Certificate per Transaction)

Exhibit E

MEMORANDUM OF AGREEMENT

THIS ACCEPTANCE	AGREEMENT	made	and	entered	into (he:	by reina	and fter re	between
as "Employer") and ARCHITI LOCAL #63, AFL-CIO (herei	SCIURAL AND nafter referred to	ORNA as "Un	MEN ion").	TAL IR	W MC	OR!	KERS	UNION

In consideration of the mutual promises made to each other, the parties hereby agree as follows:

- 1. The undersigned Employer has examined the collective bargaining agreement (the "Agreement") currently in effect between ARCHITECTURAL AND ORNAMENTAL IRON WORKERS UNION LOCAL #63, AFL-CIO and IRON LEAGUE OF CHICAGO, INC. (the "Association"). The Employer hereby accepts and becomes bound as a party to the Agreement in its entirety, which is incorporated by reference as if set forth fully herein. The Employer further agrees to be bound by any subsequent successors, renewals, amendments, modifications, replacements and addenda to the Agreement unless this acceptance agreement is timely terminated in accordance with the provisions below. The Employer agrees that the Union's notice to the Association of intent to terminate, open or modify the underlying Agreement shall be considered as notice to the undersigned.
- 2. This acceptance agreement may be terminated by either party giving written notice of termination to the other by registered letter not less than 120 days and not more than 150 days prior to the current expiration date of the underlying Agreement, its successor or renewal, such termination to become effective as of the applicable expiration date.
- 3. The Employer agrees to pay the amounts of the contributions which it is bound to pay to the several fringe benefit funds described in the Agreement and agrees to and is hereby bound by and considered to be a party to the Agreements and Declarations of Trust creating each of said trust funds, together with any restatements or amendments thereto which have been or may be adopted, as if it has been a party to and signed the original copies of the trust instruments. The Employer ratifies and confirms the appointment of each of the Employer Trustees, who shall, together with their successor Trustees designated in the manner provided in said Agreements and Declarations of Trust, and where applicable, jointly with an equal number of trustees representing employees, carry out the terms and conditions of the trust instruments.
- 4. The Employer acknowledges and agrees that the Union is authorized to, and represents a majority of the Employer's employees in the bargaining unit covered by this Agreement, the Employer recognizes the Union as the exclusive collective bargaining agent under Section 9(a) of the NLRA for all employees within the bargaining unit on all present and future jobs within the Union's jurisdiction. This voluntary recognition shall continue in effect after termination of this acceptance agreement until such time as the Union is finally decertified following an NLRB election initiated by the employees, and the Employer hereby agrees that it will not request an NLRB election and expressly waives any right it may have to do so.

	xpressly waives any right it may have to do so.
IN WITNESS WHEREOF, the p	arties have executed this agreement the day of
EMPLOYER: By: (Signature)	ARCHITECTURAL AND ORNAMENTAL IRON WORKERS UNION LOCAL #63 By: Title
Printed) Pes. Title Address	
Rosik 12 60/72 State Zip	(130) 894-8061

Phone

Exhibit F

MEMORANDUM OF AGREEMENT

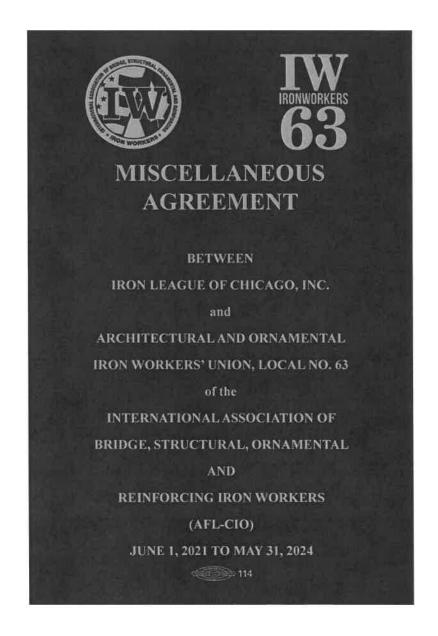
THIS ACCEPTANCE AGREEMENT	made and	entered	into _(her	by cina	and fter re	between eferred to
as "Employer") and ARCHITECTURAL AND LOCAL #63, AFL-CIO (hereinafter referred to	ORNAMEN	TAL IRC	N W	'ORI	KERS	UNION

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- 2. This acceptance agreement may be terminated by either party giving written notice of termination to the other by registered letter not less than 120 days and not more than 150 days prior to the current expiration date of the underlying Agreement, its successor or renewal, such termination to become effective as of the applicable expiration date.
- 3. The Employer agrees to pay the amounts of the contributions which it is bound to pay to the several fringe benefit funds described in the Agreement and agrees to and is hereby bound by and considered to be a party to the Agreements and Declarations of Trust creating each of said trust funds, together with any restatements or amendments thereto which have been or may be adopted, as if it has been a party to and signed the original copies of the trust instruments. The Employer ratifies and confirms the appointment of each of the Employer Trustees, who shall, together with their successor Trustees designated in the manner provided in said Agreements and Declarations of Trust, and where applicable, jointly with an equal number of trustees representing employees, carry out the terms and conditions of the trust instruments.
- 4. The Employer acknowledges and agrees that the Union is authorized to, and represents a majority of the Employer's employees in the bargaining unit covered by this Agreement, the Employer recognizes the Union as the exclusive collective bargaining agent under Section 9(a) of the NLRA for all employees within the bargaining unit on all present and future jobs within the Union's jurisdiction. This voluntary recognition shall continue in effect after termination of this acceptance agreement until such time as the Union is finally decertified following an NLRB election initiated by the employees, and the Employer hereby agrees that it will not request an NLRB election and expressly waives any right it may have to do so.

termination of this following an NLRB	acceptance agreen election initiated b	nent until such time as the Union is finally decertified by the employees, and the Employer hereby agrees that it is expressly waives any right it may have to do so.
IN WITNES	S WHEREOF, the	parties have executed this agreement the A day of
EMPLOYER: By:	2 Lunely Conzalez	ARCHITECTURAL AND ORNAMENTAL IRON WORKERS UNION LOCAL #63 By: Title
PRESIDENT Title 60 W. Centr Address	ral ave.	es:
Roselle	L State	<u>60172</u> ZIP

Exhibit G



AGREEMENT BETWEEN IRON LEAGUE OF CHICAGO, INC.

and

ARCHITECTURAL AND ORNAMENTAL IRON WORKERS' UNION, LOCAL NO. 63

of the

INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL AND REINFORCING IRON WORKERS (AFL-CIO)

THISAGREEMENT is made and entered into this 1st day of June, 2021, by and between: IRON LEAGUE OF CHICAGO, INC., for and on behalf of its member companies and other companies whose names are set forth in Exhibit A attached hereto and forming a part of this Agreement, each of which is hereinafter referred to as the "Employer", and ARCHITECTURAL AND ORNAMENTAL IRON WORKERS' UNION, LOCAL NO. 63 of the International Association of Bridge, Structural, and Ornamental and Iron Workers (AFL-CIO), hereinafter referred to as the "Union." Subject to the provisions of Article 31, this Agreement shall be in full force and effect through May 31, 2024.

ARTICLE I

Bargaining Unit

1.1 Bargaining Unit shall consist of all employees engaged in field fabrication, production, erection, and construction covered by the occupational jurisdiction of the Union and customs of the trade including, but not limited to, the distributing, erection, installation, removal, uncrating and recrating, unloading and reloading, relocation, repair, maintenance, layout, removal, replacement, handling, cutting, bending, wrecking, dismantling, rigging, job site fabrication, framing, drilling, fitting, burning, incidental building of

scaffolding, welding by acetylene and electric machines and welding by combination of various gases and electricity; and construction of all iron, steel, ornamental lead, bronze, brass, copper, aluminum, all ferrous and non-ferrous metals; precast, prestressed and poststressed concrete structures; agitators; air ducts; application of all sealants such as Thiokol, Neoprene and similar types of plastic sealants used to seal metal to metal surfaces, access doors and frames, air conditioner cans, amusement equipment, anchors, aprons, aqueducts, atriums, awnings, backstops, baffle frames, baffle plates, bank fixtures, bar joist, bells, bi-fold doors, blast furnaces, bleachers, boat borings and piers, boilers (sectional water tube and tubular), bollards, book stacks, agents and ticket booths, boxes, bracing, brackets, bridges, bridge rail, bucks, all plastic building products supplementing metal shapes and structural members, bumpers, bumper posts, bunkers, cableways, cable slots, cable wells, caissons, cages, canopies, walkway canopies, unistrut canopies, caps, cardox, car ports and enclosures, car lift fronts, cast tilting, catwalks, caulking backing (fillers and synthetics), cells, chain link fabric, chain fence, chain link fence, clips, clocks, cofferdams, collapsible gates, collars column casings, column covers, composite products of all types, concentrators, conveyors, coolers, coping, corbels, corrugated sheets, when attached to steel frames, counter supports, conservatories, cranes (the erection, installation, handling, operating, and maintenance on all forms of construction work), crushers, cupolas, curb guards, curtains, curtain wall, curtain wall components, draw curtains, stage curtains and rigging, dams, decking (metal), roof decking (such as "Cofar" and similar type materials, as well as "Trusdeck, Mahon" M deck and other dual purpose type roof deck), decorations and displays, demolition, derricks, directory boards, room dividers, docks, dock levelers, domes, doors, metal or metal clad doors and frames, dredges, drums, duct and trench frames and plates, dumb waiter enclosures and fronts, dumpers, elevator cars, elevator fronts and enclosures, elevator dust covers and fascia, enamel tanks, enamel vats, escalators, escalator trim approaches and subframing, ETFE (ethylene tetraflouroethylene) systems in its entirety, expanded metals, expansion joints, erection, rigging or dismantling of all false work, fans, fascia panels, fencing, fiberglass and/or plastic substitutes of any shape used in place of steel or aluminum, fins, fire doors in metal frames, fire escapes, fire equipment, fire breaks and fire stops, fire curtains, flag poles, flagging, floor construction and flooring, floor plates, flumes, folding glass walls, frames, frames in support of boiler, fronts, fur rooms, assembling, erection and handling of metal furniture, galleries, modular and standard, metal gates or barbed wire and all other types of fence materials erected on other structures and foundation work, glazing of raw glass, glass, glass fence, glass stops, grab bars, grills, grill work, greenhouses, green screen, guard cable, guard houses, guard rails, gymnasium equipment, hangars, hanging ceilings, highway delineates and reflectors (metal or synthetic), highway safety divides, highway signs and markers, highway metal plate guard rail, hoppers, hospital room T.V. supports, hospital room gas supports, inclines, inserts, insulation related to our work, insulation of all types and applications, integrated curtain wall systems, iron doors, jail cells and jail cell maintenance and operators, jail cell beds, benches, bunks, chairs, tables, mirrors, security ceilings, jail cell access doors, kalomeined doors, kick plates, kilns, kinetic walls, ladders, letters and numerals, lightweight metal framing, light supports, lintels, lock and dam gates, lockers, locks, locksmithing, louvers, machinery (moving, hoisting, lowering and placing on foundations), magnetic walls, mail chutes and boxes, making and installation of all articles made of wire, marquees, material altered in field such as: framing,

cutting, bending, drilling, burning and welding by acetylene gas and electric machines; metalizing, metal curtain wall (prefabricated, cut-to-fit in field and preglazed), metal drum barriers, metal floor decking; metal forms and false works pertaining to concrete construction, metal windows and enclosures, metal studs, mixers, modular buildings, monorails, monitor supports, museum exhibits, multi-plate, name plates, nosings, numerals, operating devices, operating and dental room light equipment, ornamental iron fence, oxygen and gas pipe supports, ovens, pans, panic bar devices and locks, panels (insulated and non-insulated, factory and field assembled), Q-panel, any type panel pertaining to curtain-wall whether it be stone, aggregate or precast, partitions, toilet partitions and supports, pedestrian walkway canopies and covers, pedi mats, peep hole slots, pen stocks, perforated panel, perforated-wall system, photovoltaic walls, pile drivers, pipe railing, plaques, plank seating, plastic and synthetic fences, platforms, plates, playground equipment, poles, poster frames, porch supports, porcelain enameled panels, posts, precast concrete fencing (permanent and temporary), precast stairs, prefabricated metal buildings, preglazed windows, preglazed architectural wall units, storefront, and window walls, pulverizers, racks and metal storage rack systems, radiator enclosures, railings (including pipe), glass railing of any type, railroad bridgework and maintenance, rain screen and supports, reservoirs, retractable walls and doors, rigging (including shipyards, navy yards, vessels and government departments), rolling grills and shutters, roofs, roof hatches, mansard roofs, space roof systems, safety deposit box fronts and trim, safe deposit vents, safes, safe equipment (night depositories and drive-up equipment), sash and preglazed sash, scaffolding, scenery equipment, scoreboards and supports, screen, screen wall system, sculptures and art objects, scum plates, seats, seating and plant seating, sheet metal on fence departments), framework, security ceilings, sheet piling, shelving, shoring, sidewalk and vault lights, sills and sill plates, signs, skate wheels, skid steer (lull), skip hoists, skylights, skylight support steel, slides, slope wall, smoke conveyors, smoke plates, snow fence, soffits, solar panels, solar screens, sound walls, space frames, spandrels, stabilizer bars, metal and precast concrete spillways, statues, stacks, stacker cranes, stadium seating, stage equipment and counterweight systems and rigging for asbestos curtain, stairs, stairway and spiral stairs, specialty items historically fabricated by fence and iron contractors and any other associative work in its totality, steel and fire proof curtains, storefronts and entrances, stokers, storage rooms, stoves, subways, sun shades, supports steel for signs, swimming pool equipment, tables, tanks, target ranges, target range baffles, booths, and conveyors, temporary fencing, tents, thimbles, thresholds, tight lacing or metal strips for decorative or protective purposes on fencing, towers, tracks, track frames, tracks and guides, tracks and supports, tramways, transfer validating and transfer issue machines, trash disposals, trash compactors, travelers, traveling sheaves, trellises, trim on vaults, trusses (steel, Howe and combination), tunnels, turnstiles, Unistruts, vanity support steel, vats, vault doors, vaults, ventilators, vertical hydraulic elevators, vessels, viaducts, wall tires, wainscoting, waste compactors, weather stripping, weather vanes, weirs and weir plates, wheel guards, winches, wind screen and supports, window walls, windows, window washing hooks, window and door screens, brackets and guards, window stools, wickets, wire mesh, windows washer track, wire work, wrecking and dismantling all of the above and all housesmith work and submarine diving in connection with or about same, all layout work for the above regardless of equipment needed to perform operations, all work in connection with starting, stopping, operating, maintaining all equipment used in the performance of the above listed work, and all labor involved in water and wind testing of windows and curtainwall. The above claims are subject to trade agreements and decisions of jurisdictional disputes settling plan of the Building and Construction Trades Department.

ARTICLE 2 Recognition

2.1 The Employer recognizes the Union as the sole and exclusive bargaining representative for the employees, now or hereafter employed in the Bargaining Unit for the purpose of collective bargaining in respect to pay, wages, hours of employment or other conditions of employment. All work within the trade jurisdiction of the Union which the Employer undertakes to perform with its employees shall be performed by employees covered by this Agreement.

ARTICLE 3

Jurisdictional Disputes Over Craft Jurisdiction

- 3.1 This Agreement covers all field erection and construction work traditionally performed by and coming under the jurisdiction of the Association. The Employer recognizes that the claimed scope of work covered under this Agreement by the Association is that provided for but not limited to the jurisdictional claims contained within the charter grant issued by the AFL to the Association and contained in Article 4 of the Association's Constitution.
- 3.2 Agreements, National in Scope between Iron Workers International Association and other International Unions covering work jurisdiction and allocation and division of work among employees represented for the purpose of collective bargaining by such labor organizations, shall be respected and applied by the Employer.

Exhibit H



Antonio H. Solis

S5#

Pay Period 1/16/2005 thru 1/22/2005

Total Hours Worked: 50

Total Hours Paid:

id: 53.62

Regular Hourly Rate: \$

\$15.50

Overtime Hourly Rate: \$23.25

40Hrs. @ \$15.50= \$620.00

10 Hrs. @ \$23.25= \$232.50

Total Gross Amount

\$852.50

Hours Paid through Legna: OHrs.

0 Hrs. @ \$15.50 = 0

Hours Paid through RG: 29 Hrs.

29Hrs. @ 32.3=\$936.70

Total Gross Amount Paid:

\$936.70



Antonio Solis

SS#

Pay Period 10/5/2003 thru 10/11/2003

Total Hours Worked: 40.00
Total Hours Paid: 46.51
Regular Hourly Rate: \$15.50
Overtime Hourly Rate: \$23.25

40.00 Hrs. @ \$15.50 = \$620.00 0.00 Hrs. @ \$23.25 = \$0.00

Total Gross Amount: \$620.00

Hours Paid through Legna: OHrs.

0 Hrs. @ \$15.50 = \$0.00

House Pardth migh RC 9400 Ha

24.00 Hrs. @ \$30.85 = \$740.40

Total Gross Amount Paid: \$740.40

IRON WORKS, INC.

1

Antonio Solis

SS#

Pay Period 6/22/2003 thru 6/28/2003

Total Hours Worked: 41.58
Total Hours Paid: 41.58
Regular Hourly Rate: \$15.50

Overtime Hourly Rate: \$23.25

40.00 Hrs. @ \$15.50 = \$620.00 1.58 Hrs. @ \$23.25 = \$36.74

Total Gross Amount: \$656.74

Hours Paid through Legna: OHrs.

0 Hrs. @ \$15.50 = \$0.00

Hours Paid through RG: 24.00 Hrs.

24.00 Hrs. @ \$30.85 = \$740.40

Total Gross Amount Paid: \$740.40

LEGNA: IRON WORKS, INC.

Antonio Solis

SS:

Pay Period 5/11/2003 thru 5/17/2003

Total Hours Worked: 40.33
Total Hours Paid: 40.33
Regular Hourly Rate: \$15.50
Overtime Hourly Rate: \$23.25

40.00 Hrs. @ \$15.50 = \$620.00 0.33 Hrs. @ \$23.25 = \$7.67

Total Gross Amount \$627.67

Hours Paid through Legna: OHrs.

0 Hrs. @ \$15.50 = \$0.00

Hours Paid through RG: 24.00 Hrs.

24.00 Hrs. @ \$29.85 = \$716.40

Total Gross Amount Paid:

\$716.40



Antonio Solis

SS#

Pay Period 3/01/2003 thru 3/15/2003

Hours Paid through Legna: O Hrs.

0 Hzz 3\$15.50 = \$0.00

Hours Paid through RG: 30.00 Hrs.

30.00 Hrs. @ \$29.85 = \$895.50

Total Gross Amount Paid: \$895.50

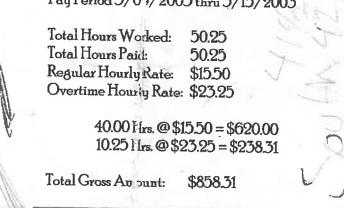
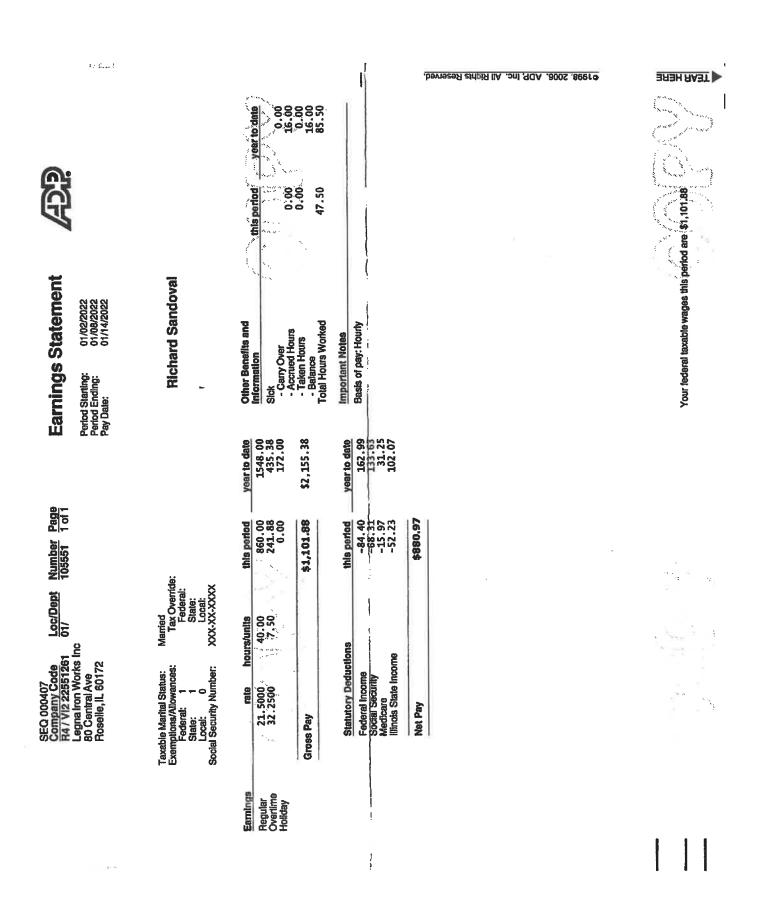


Exhibit I

					7 2 4	e1998, 2006. ADP, Inc. All Rights Reserved.	■ TEAR HERE
		year to date 0.00	16.00 133.00				
	d b		0.00 47.50				dare \$1,101.88
Earnings Statement Period Starting: 01/09/2022 Period Ending: 01/15/2022 Pay Date: 01/21/2022	Richard Sandoval	Other Benefits and Information Sick - Carry Over	- Taken Hours - Balance Total Hours Worked	Important Notes	Basis of pay Houng		Your federal taxable wages this period are \$1,101.88
M ggg		year to date 2408.00 677.26 172.00	\$3,257.26	year to date	247.39 201.95 47.23 154.30		
Number Page 105570 1 of 1	×	860.00 241.88 0.00	\$1,101.88	this period	-84.40 -68.32 -15.98 -52.23	\$60.95	
oc/Dept	Married Tax Override: Federal: State: Local: XXX-XX-XXXX	hours/units 40.00 7.50		8			
SEQ 000381 Company Code R4 / Viz 22551281 Legna Iron Works Inc 80 Central Ave Roselle, IL 60172	Taxable Martial Status: Exemptions/Allowances: Federal: 1 State: 1 Local: 0 Social Security Number:	rate hou 21,5000 32,2500	Gross Pay	Statutory Deductions	Federal Income Social Security Medicare Illinois State Income	Net Pay	
		Earnings Regular Overtime Hollday					\ \(\frac{1}{2}\)

-		į	e 1998, 2006, ADP, Inc. All Rights Reserved.	anah a∧a t ►
455	<u> </u>	this period year to date 0.00 0.00 16.00 0.00 16.00 16.00 47.50 180.50		period are \$1,101.88
Earnings Statement Period Starting: 01/16/2022 Period Ending: 01/22/2022 Pay Date: 01/28/2022	Richard Sandoval	3268.00 Information 3268.00 Sick 172.00 - Carry Over - Acrued Hours - Taken Hours - Balance Total Hours Worked Important Notes Important Notes	206.53	Your federal taxable wages this period are \$1,101.88
Loc/Dept Number Page 01/ 105589 1 of 1	Married Tax Overrida: Federal: State: Local: XXX-XX-XXXX	this period yes 241.88 0.00 0.00 \$41,101.88 \$4	- 68.32 - 15.98 - 52.23 - 52.23 - 52.23 - 52.23	
SEC 000376 Company Code R4 / VI2 22551261 Legna Iron Works Inc 80 Central Ave Roselle, IL 60172	Texable Marital Status: Married Exemptions/Allowances: Tax Federal: 1 St State: 0 Local: 0 Lo	Gross Pay Statutory Deductions	Federati Income Scodel Security Medicare Iltinois State Income Net Pay	
-		Earnings Regular Overtims Holiday	i.	

post par			e 1998, 2006. ADP, Inc. All Rights Reserved.	■ TEAR HERE
455		this period year to date 0.00 0.00 0.00 0.00 16.00 38.00 266.00		eriod arre \$1,053,50
Earnings Statement Period Starting: 01/30/2022 Period Ending: 02/05/2022 Pay Date: 02/11/2022	Richard Sandoval	Other Benefits and Information Sick - Carry Over - Accrued Hours - Balance Total Hours Worked Important Notes Basis of pay: Hourly		Your federal taxable wages this period are \$1,053,50
n gaga		4816.00 1354.52 172.00 172.00 172.00 172.00 44.52 494.78 493.90	308.60	
Number Page 105627 1 of 1	ä	this period (19.50) (19.72.00 (1.72.00 (1.72.00 (1.72.00 (1.72.50	\$844.47 \$844.47	
Loc/Dept 1 01/ Inc	Married Fax Overrids: Federal: State: Local: XXX-XX-XXXX	hours/units 32,00 6.00 8.00 uctions	9	
SEQ 000288 Company Code R4 / VI2 22551261 Legna fron Works Ir 80 Central Ave Roselle, IL 60172	Taxable Marital Status: Exemptions/Allowances: Federal: 1 State: 1 Local: 0 Social Security Number:	21. 5600 32. 2500 21. 5000 21. 5000 21. 5000 Statutory Deductions Federal Income Social Security	Meticare Illinois State Income Net Pay	
हें। हेंचे प्राप्त		Earnings Regular Overtime Vacation Holiday		



03/11/2022

Richard Sandoval

**880.97

*****Eight hundred eighty and 97/100

Richard Sandoval

* }

EMPLOYER

Westgate Addison, LLC 80 W Central Ave. Roselle &L 60172 **PAY PERIOD**

Period Beginning
Period Ending:
Pay Date:
Total Hours:

02/27/2022 03/05/2022 03/11/2022 47.50

EMPLOYEE

Richard Sandoval

NET PAY:

\$880.97

MEMO:

PAY	Hours	Rate	Current	YTD
Regular Pay	40.00	21.50	860.00	5160.00
Overtime	7.50	32.25	241.88	1402.90

DEDUCTIONS	Current	YTD
------------	---------	-----

TAXES	Current	YTD
Federal Income Tax	84.40	500.59
Social Security	68.31	406.89
Medicare	15.97	95.15
IL Income Tax	52.23	310.99

Net Pay

\$880.97

03/18/2022

Richard Sandoval

**880.97

*****Eight hundred eighty and 97/100

Richard Sandoval

EMPLOYER

Westgate Addison, LLC 80 W Central Ave.

Roselle IL 60172

PAY PERIOD

Period Beginning Period Ending: Pay Date:

03/18/2022 47.50

03/06/2022

03/12/2022

Total Hours:

EMPLOYEE

Richard Sandoval

NET PAY:

\$880.97

MEMO:

PAY	Hours	Rate	Current	YTD
Regular Pay	40.00	21.50	860.00	6020.00
Overtime	7.50	32.25	241.88	1644 78

DEDUCTIONS Current YTI

TAXES	Current	YTD
Federal Income Tax	84.40	584.99
Social Security	68.31	475.20
Medicare	15.97	111.12
IL Income Tax	52.23	363.22

Net Pay

\$880.97

03/25/2022

Richard Sandoval

**698.58

******Six hundred ninety eight and 58/100

Richard Sandoval

EMPLOYER

Westgate Addison, LLC 80 W Central Ave. Roselle IL 60172 **PAY PERIOD**

Period Beginning
Period Ending:
Pay Date:
Total Hours:

03/13/2022 03/19/2022 03/25/2022

40.00

EMPLOYEE

Richard Sandoval

NET PAY:

\$698.58

MEMO:

PAY	Hours	Rate	Current	YTD	DEDUCTIONS	Current YTD
Regular Pay	0.00	21.50	0.00	6880.00		
Overtime	0.00	32.25	0.00	1886.68		
Vacation	40.00	21.50	860.00	860.00		

TAXES	Current	YTD
Federal Income Tax	55.37	669.39
Social Security	53.32	543.51
Medicare	12.47	127.09
IL Income Tax	40.26	415.45

Net Pay

\$698.58

04/08/2022

Richard Sandoval

**568.08

*****Five hundred sixty eight and 08/100

Richard Sandoval

EMPLOYER

Westgate Addison, LLC 80 W Central Ave. Roselle IL 60172 **PAY PERIOD**

Period Beginning Period Ending: Pay Date: Total Hours: 03/27/2022 04/02/2022 04/08/2022

32.00

EMPLOYEE

Richard Sandoval

NET PAY:

\$568.08

MEMO:

PAY	Hours	Rate	Current	YTD	DEDUCTIONS	Current	YTD
Regular Pay	32.00	21.50	688.00	7568.00			
Overtime	0.00	32.25	0.00	1886.68			
Vacation	40.00	21.50	0.00	860.00			

TAXES	Current	YTD
Federal Income Tax	35.53	704.92
Social Security	42.66	586.17
Medicare	9.98	137.07
IL Income Tax	31.75	447.20

Net Pay

\$568.08

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Legna Installers, Inc. 08/17

			_					
		\$880.97	0	7659 Ya	140.76 4.32 14.40 180.00	Ę	\$3,769.71 \$772.92 \$353.88	
03/27/2022 04/02/2022 04/01/2022 24.00				Current	46.92 1.44 4.80 60.00	- Parameter - Para	\$1,256.57 \$257.64 \$117.96	\$880.97
PAY PERIOD Period Beginning Period Ending: Pay Date: Total Hours:		NET PAY:		DEDUCTIONS	Wage Assessment IPAL General Organizing Retirement Fund Vacation Fund	NG STREET	Total Pay Taxes Deductions	Net Pay
			4	Ę	3,753.36 16.35	AT S	232.71 54.42 178.86	i
			and the second s	Current YTD			102.31 300.33 77.57 232.71 18.14 54.42 59.62 178.86	;
					1,251.12 5.45			i
			The state of the s	urs Rate Current	52.13 1,251.12 · 5.45			
EMPLOYER Legna installers, Inc. 80 Central Ave Roselle IL 60172	EMPLOYEE Richard Sandoval		The state of the s	Rate Current	ar Pay 24.00 52.13 1,251.12 bursement 5.45	Current		

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Legna Installers, Inc. 08/17

EMPLOYER Legna Installers, Inc. 80 Central Ave Roselle IL 60172					PAY PERIOD Period Beginning Period Ending: Pay Date: Total Hours:	04/03/2022 04/09/2022 04/08/2022 8.00	
EMPLOYEE Richard Sandoval							
					NET PAY:		\$319.05
мемо:		×					
Legna Installers, Inc. 08/17	11			:		1. 4 · · · · · · · · · · · · · · · · · ·	2664
PAY Regular Pay Reimbursement	Hours R 8.00 52	Rate 52.13	Current 417.04 0.00	4,170.40 16.35	DEDUCTIONS Wage Assessment IPAL General Organizing Retirement Fund Vacation Fund	Current 15.64 0.48 1.60 1.60 20.00	156.40 4.80 16.00 16.00 200.00
TAXES Federal Income Tax Social Security Medicare IL Income Tax			Current 8.43 25.85 6.05 18.34	315.36 258.56 60.47 197.20	SUMMARY Total Pay Taxes Deductions	Current \$417.04 \$58.67 \$39.32	\$4,186.75 \$831.59 \$393.20

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Legna Installers, Inc. 08/17

	\$882,34	2675	Ę	234.60 7.20 24.00 300.00		\$6,335.90 \$1,244.29 \$589.80
04/17/2022 04/23/2022 04/22/2022 24.00	•		Current	46.92 4.14 4.80 60.00		S1,257.95 \$6, \$257.65 \$1, \$117.96 \$
PAY PERIOD Period Beginning Period Ending: Pay Date: Total Hours:	NET PAY:		DEDUCTIONS	Wage Assessment IPAL General Organizing Retirement Fund Vacation Fund		SUMMARY Total Pay Taxes Deductions Net Pay
			Ę	6,255.60 80.30	Ę	469.93 387.85 90.71 295.80
			Current	1,251.12 6.83	Current	102.31 77.57 18.15 59.62
			- 1	52.13		
Ş	**	ic. 08/17	Hours	24.00		×
EMPLOYER Legna Installers, Inc. 80 Central Ave Roselle IL 60172 EMPLOYEE	мемо:	Legna Installers, Inc. 08/17	PAY	Regular Pay Reimbursement	TAXES	Federal Income Tax Social Security Medicare IL Income Tax

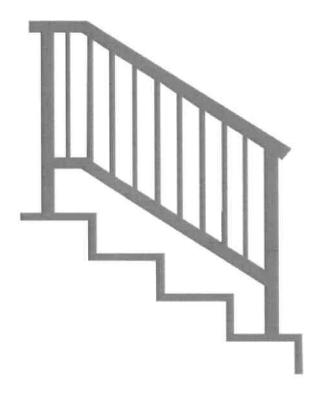
Exhibit J



Chicagoland's **trusted** name for ornamental iron and steel fabrication.

GET A QUOTE (http://www.legnairon.com/contact-us/)





Ornamental Iron Rail

From decorative stair railings to commercial-grade exterior railings, Legna can help.

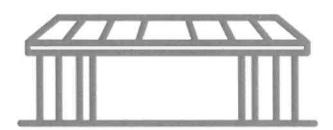




Wrought Iron Fences & Gates

Whether you are looking for an ornamental garden gate or a rooftop fence, Legna is your partner.





Canopies & Mezzanines

Add extra space to your facility with a custom mezzanine or exterior canopy.





Specialty Ornamental Iron

Bring us your ideas and we'll make them a reality! Our Chicago-based shop fabricates on-site.

VIEW OUR SPEC RAILS HERE (HTTP://WWW.LEGNAIRON.COM/WP-CONTENT/UPLOADS/2021/04/LEGNA-RAILS.PDF)



<

(http://www.legnairon.com/)

FEATURED PROJECT

City Gardens is a seven building apartment complex located in Chicago's Near West Side. A large courtyard anchors the development. Legna Iron Works completed various aspects of the development including

wrought iron fencing, unique metal signage, an overhang, and picnic area complete with metal furniture that will withstand the Chicago climate.

WHAT CAN WE CREATE FOR YOU? (http://www.legnairon.com/contact-us/)

>

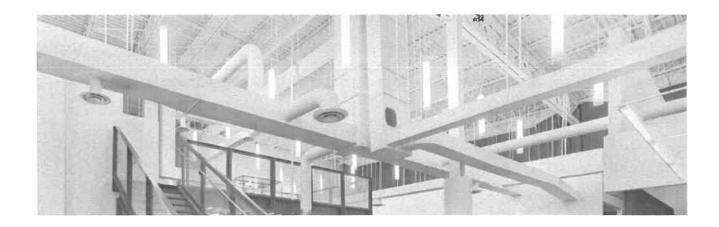


(http://www.legnairon.com/contact-us-2/)

RESIDENTIAL (http://www.legnairon.com/contact-us-2/)

Homeowners and landlords work with Legna throughout the Chicagoland area for their fences, gates, and more.

Click here (http://www.legnairon.com/contact-us-2/)



Case: 1:22-cv-05757 Document #: 1 Filed: 10/19/22 Page 55 of 62 PageID #:55



(http://www.legnairon.com/commercial-bid-request/)

COMMERCIAL (http://www.legnairon.com/commercial-bid-request/)

Legna works with contractors, designers, architects, and industry professionals to fabricate custom projects.

Click here (http://www.legnairon.com/commercial-bid-request/)

WHO WE ARE
ALL SERVICES IN ONE PLACE

Case: 1:22-cv-05757 Document #: 1 Filed: 10/19/22 Page 56 of 62 PageID #:56 (http://www.legnairon.com/)

Interior & Exterior

Case: 1:22-cv-05757 Document #: 1 Filed: 10/19/22 Page 57 of 62 PageID #:57

From beautiful, interior ornamental stair railings to exterior canopies, Legna can help create your



custom project. (http://www.legnairon.com/)

Commercial & Residential

Legna Iron Works helps contractors, designers, and industry professionals, as well as homeowners throughout the Chicagoland area.

Custom Designs

We excel with custom projects! Whether you have CAD drawings or a basic sketch, we can bring your design to life.

Installation

We not only fabricate iron and structural steel, we also install your project throughout Chicago.

GET A QUOTE (http://www.legnairon.com/contact-us/)



(https://ledgonanieon.com/)

Gallery

Case: 1:22-cv-05757 Document #: 1 Filed: 10/19/22 Page 58 of 62 PageID #:58

Contact Us

(http://www.leghairofi.com/)

•Structural Steel •Misc Metals •Ornamental Iron

Ok.

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A to Z Index

English

Español

Inspection Detail

Case Status: CLOSED

Inspection: 1504013.015 - Ecoclean Llc

Inspection Information - Office: Peoria

Nr: 1504013.015 Report ID: 0524500 Open Date: 11/25/2020

Ecoclean Llc

404 S Franklin Street

Dwight, IL 60420

Union Status: NonUnion

SIC:

NAICS: 238330/Flooring Contractors

Mailing: 24125 111th Street, Naperville, IL 60564

Inspection Type: Referral

Related Activity:

Ownership:

Scope:

Partial

Advanced Notice:

Ν

Private

Safety/Health: Safety Close Conference:

11/27/2020

Close Case:

03/01/2021

Type

ID

Safety

1691047

Health

Referral

Yes

Case Status: CLOSED

Violation Summary

	Serious	Willful	Repeat	Other	Unclass	Total
Initial Violations	1			1		2
Current Violations				1		1
Initial Penalty	\$3,084	\$0	\$0	\$3,856	\$0	\$6,940
Current Penalty	\$0	\$0	\$0	\$1,500	\$0	\$1,500
FTA Amount	\$0	. \$0	\$0	\$0	\$0	\$0

Violation Items

	#	ID	Туре	Standard	Issuance	Abate	Curr\$	Init\$	Fta\$	Contest	LastEvent
Deleted	1.	01001	Serious	19260020 B02	12/23/2020	01/05/2021	\$3,084	\$3,084	\$0		I - Informal Settlement
	2.	01002	Other	19040039 A02	12/23/2020		\$1,500	\$3,856	\$0		I - Informal Settlement

GALLERY

CONTACT US





Need a residential quote for your custom project?

Homeowners and landlords work with Legna throughout the Chicagoland area.

Click here



Looking to submit a commercial construction bid request?

We work with contractors, designers, architects, and industry professionals to fabricate your custom project.

Click here



Call

(630) 894-8056



Email

info@legnairon.com



Vigit

80 Central Avenue Roselle, IL 60172





GALLERY

CONTACT US

Residential Quote Request

form and a member of our team will reach out to you. Thank you for your interest in a custom job with Legna Iron Works, Inc. We would like to learn more about your specific needs. Please complete the following

Message	Message	Phone	Phone	Email	Email	City, State Zip	City, State Zip	Street Address	Street Address	Name	



Upload an image of the location where you would like the project installed

Choose Files No file chosen

upload an image of what you would like completed

Choose Files No file chosen

•Structurei Steel •Miso Metals •Omemental Iron

IRON WORKS,



IRON WORKS, INC.

Contact Us

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Gallery

Home

Commercial Bid Request

including any plans and specs. Please note, we prefer a minimum of two weeks to bid a new project. Thank you for your interest in having Legna Iron Works, Inc. bid your commercial project. Please use the following form to submit your bid request

Name	
Name	
Company	
Email	
Ernadi	
Phone	
EFERTIME	
Project Address	
Street/Address	
Project City, State Zip	
City, State Zip	
Message	2
Measage	
Upload the bid package	
Upload an image of what you would like completed. Choose Files No file chosen	
Requested Date for Bid	